

REMARKS

Applicant respectfully traverses and requests reconsideration.

Applicant's attorney wishes to thank Examiner Simitoski for the courtesies extended during the telephone conference of April 13, 2005. Applicant submits the following response based on the telephone conversation.

Claims 1-7 and 12-15 stand rejected under 35 U.S.C. §101 because the claimed invention allegedly is not directed to statutory subject matter. In particular the office action states that claim 1 presents a method of issuing certificates but Applicant respectfully notes that it is a method for determining validity of the certificate in a system employing cross certification among certificate issuing units and that the method is carried out by one or more devices. As such, the claimed method is tangibly embodied. Accordingly, Applicant respectfully requests withdrawal of the rejection. Claims 2-7 and 12-15 are also allowable based on the amended claim 1.

Claims 1-7, 12-17, 19-21, 24-33, 35 and 37-46 stand rejected under 35 U.S.C. §112, 2nd paragraph, as allegedly being indefinite for failing to particularly point and distinctly claim the subject matter which Applicant regards as the invention. In particular, the office action indicates that the term "signed certificate set" can be interpreted as equivalent to "a set of certificates that is signed" or to "a set of signed certificates" and therefore, the claims are vague and indefinite. Applicant respectfully submits that the claim must be read in light of the specification and that the term "signed certificate set" is not limited to a set of certificates that is signed, such as a plurality of cross certificates, but may include the public keys thereof or information sufficient to retrieve the public keys in a secure way or the associated public key of a cross certificate, or reference to the public key, or any other suitable cross certificate data. However, this set of certificate related data is signed. (See for example, specification, page 12, line 28 through page

13, line 22 and elsewhere.) In addition, the public key of each trusted certificate issuing unit may be the public key itself or an indirect link to the public key or any suitable representation thereof (see for example, page 11, lines 14-17). In addition, the term signed certificate sets as set forth in the specification does not include just a set of signed certificates as alleged in the office action. As set forth, for example, in claim 1 the signed certificate sets includes at least a unique identifier and the public key of each trusted certificate issuing unit as the term public key as used in the specification. Applicant respectfully submits that the claims are not vague or indefinite and respectfully requests that the rejection be withdrawn.

Regarding claim 25, this claim has been amended to correct the typographical error.

Claims 1-7, 12-13, 16-17, 19-21, 24-33, 35, 37-38, 41, 43 and 45 stand rejected under 35 U.S.C. §103(a) as being unpatentable over “An Introduction to Cryptography” (NAI) in view of “The Handbook of Applied Cryptography” (Menezes). In the “Response to Arguments” section of the office action, the office action states that the office action has interpreted the terms “signed certificate set” to be equivalent to “creating a set of signed certificates”. However, as noted above, Applicant respectfully notes that this interpretation is inconsistent with Applicant’s specification and as such, Applicant respectfully submits that the rejection is based on an improper wording of the claims and as such the claims are in condition for allowance.

Applicant again respectfully reasserts the relevant remarks made in the previous response. For example, claim 1 deals with anchor certificate issuing units and cross certificates and creating a signed certificate set, such as a set of certificate information that is signed, and wherein the signed certificate set identifies certificate issuing units determined to be trusted by the anchor certificate issuing unit based on the cross certificate or certificates. However, the cited portions of NAI (page 33, paragraphs 1 and 2), do not teach the claimed subject matter.

For example, a signed certificate set is not created by the described operation as the key ring is used by a user that signs a single key of a person who is listed in their key ring. The set of keys in the key ring is not signed but appears to merely be a list of public keys or public key certificates which, for example, are stored in encrypted form. In contrast, the signed certificate set is a set of certificate information that is signed and one that identifies a plurality of certificate issuing units determined to be trusted by the anchor certificate issuing unit. No such operation appears to be described in the cited portion of the reference.

Also, the cited portion appears to merely teach that a user may sign the key of a user it trusts, it does not appear to teach collecting certificates identified in a cross certificate of an anchor certificate issuing unit or identified in another certificate as required by the claim or creating a signed set of information that identifies certificate issuing units in a group. Accordingly, Applicant respectfully submits that the independent claims are in condition for allowance.

The Menezes reference has been cited as teaching that a cross certificate contains a public key of another certificate authority and that the combination of Menezes and the NAI reference render the claim obvious. However, as noted above, the NAI reference does not teach what is alleged in the office action and as such its combination with Menezes does not render the claim obvious. Accordingly, Applicant respectfully requests that the claims be passed to allowance.

Claims 2, 27 and 31 are also believed to be allowable since there does not appear to be any teaching or suggestion of a signed certificate set which contains information relating to multiple trusted certificate issuing units. Accordingly, these claims are also in condition for allowance.

As to claim 3, it is alleged that the NAI reference, page 31, paragraph 1 allegedly teaches collecting one of a plurality of cross certificates by obtaining chained cross certificates from a plurality of certificate issuing units in creating a signed certificate set therefrom. However, as noted above, the NAI reference does not appear to, among other things, teach or suggest the creation of a signed certificate set. Accordingly, this claim is also believe to be in condition for allowance.

As to claims 4, 19, 28 and 32, Applicant respectfully reasserts the relevant remarks made above and accordingly, these claims are also in condition for allowance.

The other dependent claims are also believes to be allowable since they add additional novel and non-obvious subject matter and also at least because they depend from an allowable base claim. As to claims 38, 43 and 45, Applicant respectfully reasserts the relevant remarks made above with respect to claim 1 and as such, these claims are also in condition for allowance.

Claim 14 stands rejected under 35 U.S.C. §103(a) as being unpatentable over the NAI reference in view of Menezes and further in view of Murray. Applicant respectfully reasserts the relevant remarks made above with respect to claim 1 and as such, this claims is also in condition for allowance.

Claim 15 stands rejected under 35 U.S.C. §103(a) as being unpatentable over the NAI reference in view of Menezes as applied to claim 1 and further in view of Federal Bridge. Applicant respectfully reasserts the relevant remarks made above with respect to claim 1 and as such, this claims is also in condition for allowance.

In view of the above, Applicant respectfully submits that the claims are in condition for allowance and that a timely Notice of Allowance be issued in this case. The Examiner is invited

to contact the below-listed attorney if the Examiner believes that a telephone conference will advance the prosecution of this application.

Respectfully submitted,

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